

RULES

No Malice Film Contest submissions, from Illinois students ages 11 to 21, are due by midnight, April 30, 2021. All winning films will premiere at the No Malice Film Contest in July 2021.

Questions? Please contact the ALPLM Education Department at ALPLM.Education@illinois.gov.

1. Eligibility

The No Malice Film Contest (hereafter referred to as the "Contest") is open to Illinois residents ages 11 to 21. Entrants will be grouped into brackets based on their age on April 30, 2021.

No purchase is necessary to enter the contest, but entrants are liable for any taxes or costs incurred for entering.

Employees and family members of the Abraham Lincoln Presidential Library and Museum, the Abraham Lincoln Presidential Library Foundation, and The Roger and Chaz Ebert Foundation (the entities hereafter referred to as "Sponsor" or "ALPLM," "ALPLF," "Ebert Foundation") are not eligible.

In addition to their film submission, all entrants must submit a Director's Statement and complete the Permission Form and Oath on Film Freeway. For entrants under the age of 18 or under a legal disability, the form must be signed online by a parent or legal guardian who accepts responsibility on behalf of the entrant, has read these official rules ("Rules"), and agrees to bind the entrant to the Rules. In the event a winner fails or refuses to execute or provide any required documentation, Sponsor reserves the right to award the prize to a substitute winner at Sponsor's sole discretion.

2. Sponsor

The Contest is hosted by:

- Abraham Lincoln Presidential Library and Museum, 212 North Sixth Street, Springfield, IL
 62701
- Abraham Lincoln Presidential Library Foundation, 500 E. Madison Street, Ste 200, Springfield IL 62701
- The Roger and Chaz Ebert Foundation, 108 W. Grand Avenue, Chicago, IL 60654

The Contest is funded by a grant from Healing Illinois, a racial healing initiative of the Illinois Department of Human Services (IDHS) in partnership with The Chicago Community Trust.

3. Details of Official Rules

Participation in the Contest constitutes entrants' full and unconditional agreement to and acceptance of the Rules and the decisions of the Sponsor, which are final and binding. Selection for awards and receipt of prize money are all contingent upon complying with the Rules and fulfilling Contest requirements. Sponsor reserves the right to disqualify any entrant who fails to comply with all official Rules.

A. Eligible Age Brackets

To enter the contest, entrants must be residents of Illinois and fall into one of the following age brackets:

- 11-14
- 15-18
- 19-21

Contest officials reserve the right to not name a winner in any given bracket, pending the volume and quality of entries.

Contest entries may be submitted by an individual, or by a group of any size (examples: a group of friends, an entire class, etc.). In the case of group submissions, the submission must be entered into the age bracket represented by the oldest member of the group. For example, if a class of 14- and 15-year-olds creates a film, it will be entered into the 15-18 bracket or if siblings, ages 17 and 19 create a film, it will be entered into the 19-21 bracket.

B. Topic

As part of the Healing Illinois initiative, the No Malice Film Contest asks entrants to submit videos addressing racial healing. Entrants will be judged on their ability to address the topic through an engaging, informative, inspiring, and creative approach.

C. Film Length

Entrants may submit a film of no shorter than 3 minutes and no longer than 7 minutes.

Sponsor will accept and consider short, animated (including 3D, hand drawn, stop-motion, etc.) films. The minimum length for animated submissions is 45 seconds.

D. Director's Statement

All entrants will be required to submit a Director's Statement. The Director's Statement is a short (no more than 500 words) explanation of your vision and intent for the film. In the Director's Statement you may want to address the story you are telling, the themes it covers, your vision for the film, and your purpose or intent in telling the story.

While we expect your film will speak for itself, the Director's Statement helps us to create marketing materials and the supplemental curriculum we are sharing with students and educators after the Contest.

E. Prizes

There will be one (1) 1st place winner, one (1) 2nd place winner, and one (1) 3rd place winner in each of the age brackets.

All winners will receive the following prizes:

- 1. Screening of their film at ALPLM's No Malice Film Contest, at EbertFest at the University of Illinois in Urbana-Champaign, and at other related and subsequent educational and non-profit events hosted (or co-hosted) by Sponsor. These screenings may occur in person and/or online (recorded or streamed).
- 2. Posting of their film on the No Malice Film Contest website. A curriculum that includes their film will also be developed for use in the classroom and posted to the website. (Note: Sponsor reserves the right to utilize submitted films for any promotional materials and online media, at its sole discretion.)
- 3. Cash prize: All winning submissions will receive a cash prize. The awards for each place in each age bracket are as follows:

First (1st) Place: \$2,000 cash prize

Second (2nd) Place: \$1,000 cash prize

• Third (3rd) Place: \$500 cash prize

NOTE: In the case of group submissions, the prize amount will be divided among members of the group.

Prizes are subject to state appropriation and can change without notice.

F. Judging Criteria

Sponsor will check all submissions for adherence to these Rules, including eligibility, compliance with all terms (legality, conduct, etc.), film length, format, etc. before a film is submitted to the judges. Films will be judged by professional film critics. They will evaluate films based upon quality and content of the film and its ability to educate, inspire, and raise awareness of the race-related topics supported by the Contest.

Entrants who do not conform to policies and Rules may be disqualified at the discretion of Sponsor. Any disqualifications are the decision of Sponsor and are final.

4. Entrants' License to Sponsor

Entrants retain all intellectual property rights in their submissions, including copyright rights. As a condition of participation in the Contest, however, entrants grant Sponsor a non-exclusive, perpetual right to show, display, distribute, and market all film entries, in their entirety, in part (film clips) and still shots, to live audiences, online (recorded and live stream), and in written materials. This permission also includes but is not limited to Sponsor's right to use all film submissions in screenings, showcases, workshops, educational activities and curricula, and marketing efforts with third party partners.

5. Contest Submission Period

All submissions for the 2021 film contest must be submitted and received by midnight April 30, 2021.

6. How to Enter - Submission Rules/Guidelines

There is a limit of one (1) entry per person or per group. Individuals who participate in a group submission may not submit an individual film. Any additional entries will be void and only the first entry will be considered during judging. All film submissions must be made electronically. If you have any issues with submission or a special circumstance and need to submit a hard copy DVD, contact ALPLM's Education Department at ALPLM.Education@illinois.gov. If you submit a DVD, it will not be returned.

All entries (hard copy or electronic) become the property of Sponsor and will not be returned. As a condition of participation, entrants agree that their entry can be downloaded by the Sponsor and used for marketing purposes and future events held by Sponsor and/or hosted on Sponsor's website. If entrants do not agree to the download, their submission will be disqualified.

A. Submitting an Electronic File

All films must be submitted to Film Freeway unless they meet the extenuating circumstances discussed above. To do so, visit the <u>No Malice Film Contest</u> page on Film Freeway, upload your film, and fill out the online form.

Be sure to complete the customized oath and permission form within Film Freeway.

For group entries, only one entrant (and, as required, parent/guardian) will be able to enter their information with the submission. All other entrants (and, as required, parents/guardians) must download the Oath and Permission Form, follow the completion instructions, and send the finalized form, via email, to ALPLM.Education@illinois.gov. All additional entrant Oath and Permission Forms must be received by April 30, 2021.

B. Intellectual Property

By entering this contest, all entrants agree that their submission is their own original work, does not infringe upon the intellectual property rights of others, and complies with all copyright laws.

When using sources and works that are not your own, entrants agree that those works are part of the public domain, that they have obtained permission to use the work, or that the use of the work does not constitute a substantial portion of the film so as to comply with fair use laws of <u>USC Title 17 Section 107</u>. Where an entrant has obtained permission to use a substantial portion of another's intellectual property, entrant agrees to submit proof of permission with the film entry. We urge entrants in their creativity to use their own artistic works or those in the public domain. As to research, please give credit to the owners and authors of scientific, academic, political, etc. works, such as through the credits of the film or when the source is used in the film.

For help finding images that are in the public domain and do not constitute any type of infringement, try starting at the <u>Library of Congress</u>. For free or royalty-free sound recordings and music, an artist typically places their work into the public domain. Try doing a search for royalty-free music, and you can find many songs available for a free and legal download to accompany your video.

Entrants agree to not hold Sponsor or the No Malice Film Contest liable for any intellectual property disputes and to comply with these Rules and all copyright laws.

7. Winner Selection/Notification

During the first two weeks of June 2021, the Sponsor will announce the potential winners after judgment of all eligible entries.

After winners are chosen, Sponsor will attempt to notify the winners via e-mail or telephone during the first two weeks of June 2021. If the winner cannot be contacted within five (5) days after the date of the first attempt to contact, the Sponsor may choose to award the next runner-up in place of the originally selected winner.

Potential winners will be notified by e-mail and/or telephone. If the potential winner cannot be contacted or if the prize is undeliverable, potential winner forfeits the prize.

It is the duty of the winner/s to supply a physical U.S. mailing address to Sponsor to which the prize can be delivered at the time of entry. If this address should change it is the duty of the entrant to inform Sponsor of the updated address. For winning entrants who are minors, Sponsor reserves the right to award the prize in the name of the parent/legal guardian. Potential winners must continue to comply with all terms and conditions of the Rules and winning is contingent upon fulfilling all of the requirements.

If a potential winner is disqualified for any reason, Sponsor may award the applicable prize to the next runner-up in the age bracket.

8. General Conditions

In the event that the operation or administration of the Contest is impaired for any reason such as, but not limited to, fraud, legality, technicality, or in the event that the Contest is unable to run as planned for any reason, Sponsor may suspend the Contest temporarily or indefinitely. Sponsor may address the issue and resume the Contest or terminate the Contest. Suspension or termination of the Contest is under the sole discretion of Sponsor, and entrants agree not to hold Sponsor liable in these circumstances. Sponsor reserves the right to disqualify any entrant that it finds to not be in compliance or in violation with the Contest Rules or any entrant who acts in an unprofessional or disruptive manner.

In submitting a film and signing the application form within Film Freeway, all entrants agree to these terms and conditions of the contest and that Sponsor is not liable for any unauthorized or inappropriate sharing of films. Note that violence, profanity, or direct attacks on individuals or organizations will not be accepted. All films must adhere to copyright laws. Any film utilizing copyrighted material that is not the creation or property of the entrant will not be considered unless clear evidence of the legal right to use that copyrighted material is provided with the submission by the applicable deadline (ex: permission by the owner of the intellectual property).

9. Release and Limitations of Liability

In consideration for permission to participate in the Contest, entrants (together with parent or guardian if entrant is under 18 years of age or under a legal disability) expressly release and hold harmless the Sponsor from and against any and all claims, demands, and causes of action arising out of the entrant's participation in the Contest. Entrant's release and agreement to hold Sponsor harmless includes but is not limited to intellectual property disputes, cancellation of the Contest, injury, death, harm or losses of any kind, whether or not caused in whole or in part by the negligence or other fault of the Sponsor or its agents. Entrant (together with parent/guardian if appropriate) waives any right to claim any damages whatsoever, including but not limited to consequential, punitive, direct, or indirect damages, and releases and forever discharges Sponsor, its representatives, employees, officers, agents, and affiliates from all such claims, on behalf of entrants, their heirs, assigns, and any other person claiming by, under or through entrant.

10. Disputes

Except when prohibited by law, entrants agree that any and all disputes will be handled individually. In the case of any dispute, entrants agree to attempt resolution with Sponsor. All issues and questions concerning the construction, validity, interpretation, and enforceability

of the Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection to the Contest, shall be governed by and construed in accordance with the laws of Illinois, without giving effect to any choice of law or conflict of law rules, which would cause the laws of any jurisdiction other than Illinois. Any legal fees incurred by Sponsor in the event of a dispute relating in any way to the Contest are the responsibility of the entrant.

Sponsor reserves the right to update these rules. Last updated: 1/8/2021